

GENERAL GUARD SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 2013, by and between FEDEX FREIGHT, INC. ("FedEx") and Universal Protection Service ("the Contractor").

RECITALS

1. FedEx desires to engage Contractor to perform the services described as particularly in this Agreement, on a non-exclusive basis.

2. Contractor is willing and able to perform the services for FedEx in accordance with the terms of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, FedEx and Contractor (the "Parties") agree as follows:

Section 1. Scope of Work. (a) In consideration of FedEx's payments under this Agreement, Contractor shall perform certain services requested by FedEx from time to time by Services substantially in the form of Exhibit A ("Services") at the locations and for fees set forth in Exhibit B. FedEx may order extra work or make changes by altering, adding to, or deducting from the Services by an agreement that reflects any such change on the attached Exhibit B. Services pursuant to a valid change shall be performed subject to the conditions of this Agreement.

Section 2. Term. (a) The term of this Agreement ("Term") shall commence as of January 4 2014 @ 00:01 and shall expire January 3, 2017 (the "Completion Date"), unless sooner terminated in accordance with the terms hereof. If, upon the expiration or termination of this Agreement, any Services are outstanding, the terms and conditions of this Agreement shall remain in effect until the completion or earlier termination of such Services.

(b) Both parties hereto shall have the unlimited right to terminate this Agreement or any Services issued hereunder before the Completion date by giving thirty (30) days' prior written notice to Contractor and in the case of a termination by Contractor by giving thirty (30) days' prior written notice to FedEx. In the event of a termination by either party, Contractor shall be entitled only to portions of the Fee earned and Reimbursables actually incurred as of the effective termination date.

Section 3. Contractor's Fee. (a) For and in consideration of the Work provided in accordance with this Agreement, FedEx shall pay to Contractor a fee (the "Fee") for the performance of the Services as specified and set forth in Exhibit B. Payment of the Fee by FedEx shall be as otherwise specified in Exhibit B subject to receipt and acceptance by FedEx of the applicable deliverable(s), as outlined in Exhibit A. FedEx will pay the Contractor in current funds for complete performance of the Work, subject to additions and deductions by updated Exhibit B or as otherwise provided in this Agreement. However, no portion of the Fee shall be payable unless properly documented in accordance with Section 5.

(b) (i) Any and all taxes, excises, duties and assessments whatsoever (including interest) ("Tax" or "Taxes") arising out of the charge for the performance of the Work, in any manner levied, assessed or imposed by any government shall be responsibility of FedEx. Contractor shall fully cooperate with FedEx in contesting or protesting the validity or application of any such Tax. In the event Contractor shall receive a refund of all or any part of such Tax which FedEx has paid and discharged, the amount of such refund shall be promptly remitted to FedEx.

(ii) FedEx's obligations under Section 3(b) (i) shall not extend to any of the following: (x) Taxes based upon, measured by or with respect to, the net or gross income, receipts, capital or any other similarly-based taxes of Contractor; or (y) amounts (including, but not limited to taxes, interest, and penalties) imposed on Contractor that would not have been imposed but for the willful misconduct or negligence of Contractor.

(c) FedEx's payment for services will be at a standard rate for standard time worked and a holiday/overtime rate for any holiday or overtime worked as outlined in Exhibit B. FedEx's recognized Holidays are as follows: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve and Christmas Day.

(d) Fixed pricing will be reviewed after the first and second years with approximately 1.9 % increase in the Central Region and 2.4% for Western regions for the second and third years.

Section 4. Reimbursable Expenses. (a) FedEx will not be responsible for Contractor expenses incurred by Contractor in the performance of the Services, except those listed in Exhibit A of this Agreement. All other reimbursables are already factored into the Fee.

(b) Contractor agrees to reimburse FedEx for one half of any miss-pulled trailers that leave the gate and have to be redirected en route to destination.

Section 5. Invoices and Records. Unless otherwise provided, Contractor's Fee shall be payable within forty-five (45) days of approval by FedEx of invoices rendered by Contractor for Work performed during the preceding invoice period. Each invoice shall be accompanied by any documentation in support of the Fee invoiced specified in the applicable services. FedEx shall pay the amount properly payable under the invoice, less any appropriate deductions. No payment by FedEx shall be deemed an acceptance of the Work, and FedEx shall have the right to recover any amounts previously paid in error, or to the extent agreed by Contractor, to withhold monies from future payments, for charges associated with Services not performed in accordance with this Agreement. In addition, Contractor's records related to the performance of the Work shall be open to audit by FedEx or any authorized representative of FedEx during the term of this Agreement plus the earlier to occur of (i) 2 years after Completion date; or (ii) earlier termination of this Agreement.

Section 6. Right to Withhold Payments. In addition to its right to withhold payments, FedEx may withhold any payment in whole or part to protect itself from (i) unsatisfactory performance of the Work by Contractor, and (ii) failure of Contractor to make payments properly to any of its subcontractors, or (iii) evidence of fraud, overbilling or over-payment discovered upon audit. At least fifteen (15) days prior to any withholding FedEx shall provide Contractor with written notice of its intent to withhold payment together with documentation and all relevant information concerning the basis for the withholding.

Section 7. Independent Contractor Relationship. (a) The Parties intend that an independent contractor relationship will be created under this Agreement. FedEx is interested only in the results of Contractor Performance and shall not exercise any control over the conduct or supervision of the Work or the means of its performance. Accordingly, Contractor shall have full responsibility for the collection and payment of all international, federal, state, and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute. Contractor shall indemnify and hold FedEx harmless for any liability (including taxes, interest, and penalties) resulting from improper or incorrect tax reporting, withholding, remitting, etc, or from the failure to file, collect, report or pay any of the above mentioned employment taxes. Contractor shall also indemnify and hold FedEx harmless for any liability resulting from an employee of Contractor claiming to be an employee of FedEx (except to the extent resulting from FedEx's negligence or intentional misconduct), including, but not limited to, any claim on the part of the Contractor's employee to benefits FedEx provides to its employees.

(b) FedEx and Contractor agree that in the event one hires the employee of the other to perform the same or similar work within in one (1) year of the time the employee was working under this contract, a \$1,000 payment will be made to the employee's prior employer.

Section 8. Disclosure of Information. (a) Contractor acknowledges that certain of FedEx's valuable, confidential, and proprietary information may come into Contractor's possession, including, without limitation, certain information pertaining to FedEx's employees. Accordingly, Contractor agrees to hold all information it obtains from or about FedEx in strictest confidence, not to reproduce any of the Information without FedEx's consent, not to use such information, other than for the performance of the Work, and to cause any of its employees or subcontractors to whom such information is transmitted to be bound to the same obligation of confidentiality to which Contractor is bound. Contractor shall not communicate FedEx's Information in any form to any third party without FedEx's prior written consent. In the event of any violation of this provision, FedEx shall be entitled to preliminary and permanent injunctive relief, as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which FedEx may be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which FedEx may be entitled. For purposes of this Agreement, FedEx's Confidential information shall also be deemed to include, without limitation, the confidential and proprietary information of any entity owning all or a majority of FedEx's outstanding corporate stock ("Parent Corporation") and of any entity a majority or all of whose corporate stock is owned, directly or indirectly, by the Parent Corporation (Affiliate), whether such information is provided to Company by FedEx, the Parent Corporation or any Affiliate.

(b) FedEx and Contractor agree to exchange information concerning known, perceived or suspected local criminal activities that may affect the secure premises and operations of FedEx. The parties agree that such information may be both privileged and confidential, and that both the source and information will not be revealed to unnecessary person or firms.

Section 9. Indemnification. Contractor agrees to indemnify, defend and hold harmless FedEx, its directors, officers, and employees from any and all liabilities, damages, losses, expenses, demands, claims, suits, or judgments, including reasonable attorneys' fees and expenses, to the extent resulting from Contractor's negligence or willful misconduct in the performance of its obligations under this Agreement,

including, but not limited to any claim for payment made by a subcontractor, agent, or employee of the Contractor. Contractor's obligation to so indemnify, defend and hold harmless FedEx shall survive the expiration or earlier termination of this Agreement.

Section 10. Insurance. (a) Contractor and any and all sub-contractors shall at all times during the performance of the Work, the Contractor shall maintain Commercial General Liability insurance for bodily injury, and property damage, including contractual liability, products and completed operations; Broad Form Property Damage; Workers Compensation at statutory limits; Employers Liability Insurance; Personal Injury insurance, and Commercial Liability insurance if operating automotive vehicles as set out in attached Exhibit C.

(b) All insurance policies maintained by the Contractor shall provide that insurance as applying to FedEx shall be primary and FedEx's insurance shall be noncontributing irrespective of any insurance FedEx maintains.

(c) All insurance maintained by the Contractor will pursuant to this Section 10 shall be written by insurance companies licensed to do business in the state in which the Work is performed, and shall provide that insurance will not be subject to cancellation, termination, or change except after ten (10) days' prior written notice to FedEx.

(d) All liability insurance policies maintained by the Contractor pursuant to this Agreement shall be endorsed to name FedEx and its respective officers, directors and employees as additional insured's, and all property damage and worker's compensation insurance as required by applicable law.

(e) Prior to commencement of the Work, and thereafter not less than ten (10) days prior to any expiration or renewal date, the Contractor shall furnish to FedEx certificates of insurance reflecting policies in force. Contractual liability insurance shall specifically acknowledge the provisions of Section 9.

Section 11. Standard of Performance. The Work shall be performed in a good workmanlike manner in accordance with the standards of Contractor's profession and such other accepted standards as may be applicable to Work of this kind.

Section 12. Change in Work. (a) FedEx and Contractor may agree upon extra work or make changes by altering, adding to, or deducting from the Work described in the Services by signing a change order in the form of Exhibit B. Work pursuant to a valid Change shall be performed subject to the conditions of this Agreement and the applicable Services.

(b) FedEx, also by written instruction to Contractor, may make immaterial changes in the Work not involving extra cost, effort, or risk to Contractor, and not inconsistent with the purposes of the Work set forth in the Services, without execution of a Change Order, but otherwise, no extra Work shall be done or changes made unless pursuant to an executed Change Order, and no claim for an addition or reduction to the Fee, or an increase or reduction in any Services shall be valid unless reflected in an executed Change Order.

(c) Upon receipt of a written request from FedEx for changes in the Work described in any Services or for extra work which would affect the Fee Amount set forth in Exhibit B, Contractor may submit a statement detailing Contractor's proposal for accomplishing the changes proposed by FedEx and

the effect, if any, on the Fee. If FedEx accepts Contractor's proposal, an updated Exhibit B shall be executed by the parties to affect the Work, and the Fee as agreed.

Section 13. Compliance with Laws. (a) Contractor will comply with the laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, applicable to this Agreement or to the Work of Contractor under this Agreement. In addition, to the extent applicable to the Contractor, it agrees to comply with the affirmative action requirements applicable to contracts with government contractors as set forth in title 41 of the Code of Federal Regulations.

(b) Contractor hereby agrees to employ only persons who are legally authorized to work in the United States and to have an I-9 employment authorization form, if required, for each person employed by it. Further, the employees of Contractor performing the Work shall throughout the Term of this Agreement and be deemed employee of Contractor for all purposes, and shall not be deemed to be employees, servants, or agents of FedEx for any purpose. Contractor is responsible for and will pay all payroll and withholding related taxes associated with Contractor's employees.

(c) The Contractor agrees to indemnify, defend and hold harmless FedEx, its officers, directors and employees from and against any and all claims, losses, demands, actions, administrative proceedings, liabilities, and judgments, including reasonable attorneys' fees and expenses, arising from the Contractors or its subcontractor's failure to comply with the provisions of this Section.

Section 14. Events of Default. (a) If any of the following events of default (the "Events of Default") occur, the aggrieved party may terminate this Agreement in whole or in part at its option:

- (i) If either party fails in the full and punctual payment of any sum due to the other and that failure continues for more than ten business days after the defaulting party's receipt of notice that the payment is late;
- (ii) If either party fails in the performance of any obligation that it undertakes under the terms of this Agreement and that involves more than the payment of money to the other party and that failure continues for more than ten business days after the defaulting party's receipt of notice from the other party;
- (iii) If either party makes a misrepresentation to the other in this Agreement or in any document that it must deliver to the other in accordance with the terms of this Agreement and fails to rectify the misrepresentation for more than ten business days after the misrepresenting party's receipt of the notice from the other party;
- (iv) If either party files a voluntary petition in bankruptcy ; files any petition or answer seeking organization, composition, readjustment, liquidation or similar relief for itself under any present or future statues, law or regulation of the United States; seeks, consents to, or acquiesces in, the appointment of any trustee for a substantial portion of its assets ; makes any general assignment for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due;
- (v) If creditors of either party file a petition against that party seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute,

law or regulation of the United States and, notwithstanding efforts of the affected party to cause the petition to be dismissed or stayed, the petition remains effective for an aggregate period of 60 days (whether or not consecutive) ; or, any trustee, receiver or liquidator of the affected party is appointed in connection with the petition, that appointment remains effective for an aggregate period of 60 days (whether or not consecutive), notwithstanding efforts of the affected party to cause the appointment to be vacated or stayed ;

- (vi) If a court of competent jurisdiction enters an order for relief in any proceedings initiated by or against either party in accordance with any present or future statute, law or regulation of the United States pertaining to bankruptcy or the reorganization, composition, adjustment or liquidation of the debts and obligations of debtors ;
- (vii) If Contractor or any officer or principal owner of Contractor is indicted for a felony.

No termination accomplishment in accordance with the foregoing will constitute an election of remedies. Either party may pursue any other remedies provided by law or equity including, if applicable, injunctive relief, specific performance and/or damages.

(b) Upon the occurrence of an Event of Default by either party, the non defaulting party may terminate this Agreement without prejudice to any other remedy available to it by giving the defaulting party written notice at least five days in advance of the effective date of the termination.

(c) Upon the occurrence of an Event of Default by FedEx, Contractor may retain all sums previously earned and paid by FedEx, but Contractor's retention of those sums will neither limit or impair rights Contractor may have as a result of FedEx's default nor constitute an election of remedies. Also, if an Event of Default by FedEx occurs and if FedEx fails to rectify the Event of Default within five business days after the date on which Contractor delivers written notice in which it advises FedEx of its intent to stop the Work, Contractor may stop the Work until FedEx rectifies the Event of Default.

Section 15. (a) Assignment. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns, but neither the rights nor the duties of either Party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other Party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to an entity that controls, is controlled by, or is under common control with, FedEx.

(b) Section Headings. All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.

(c) Exhibits. All exhibits described in this Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there is an inconsistency between this Agreement and the provisions of any exhibit the provisions of this Agreement shall control. Terms used in an exhibit and also used in this Agreement shall have the same meaning in the exhibit in this Agreement.

(d) Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of Arkansas, and the Parties submit to the jurisdiction of any appropriate court within Arkansas for adjudication of disputes arising from this Agreement, without regard to the application of choice of law rules or principles.

(e) Modification. Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of FedEx and the Contractor by their respective authorized officers.

(f) Exclusive Agreement. This Agreement supersedes all prior understandings, representations, negotiations, and correspondence between the Parties, constitutes the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance, or usage of trade.

(g) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired.

(h) Waiver. The failure of either Party at any time to require performance by the other of any provision of this Agreement shall in no way affect that Party's right to enforce such provision, nor shall the waiver by either Party of any breach of any provision of this Agreement to taken or held to be a waiver of any further breach of the same provision or any other provision.

(i) Survival. The provisions of this Agreement which by their nature extend beyond the expiration or earlier termination of the Agreement will survive and remain in effect until all obligations are satisfied. Specifically, the Contractor's obligations to indemnify FedEx shall survive this Agreement.

(j) Disclosure. The Contractor shall in each instance obtain the prior written approval of FedEx concerning exact text and timing of news releases, articles, brochures, advertisements, prepared speeches and and other information releases concerning this Agreement,

(k) Counterparts. This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original, but together constituting one agreement.

(l) Change In Control. In addition to such other rights as FedEx may have, FedEx shall have the right to immediately terminate this Agreement upon any change in the ownership or voting control of fifty-one (51%) or more of the capital stock or assets of Contractor. Contractor shall notify FedEx in writing at least thirty (30) days before any such change in control of the capital stock, business, or assets of Contractor.

(m) Financial Information. Contractor agrees to provide to FedEx, within one hundred twenty (120) days after the end of each fiscal year of Contractor, a financial statement, prepared in accordance with generally accepted accounting principles and audited by and independent, certified public accountant. Additionally, Contactor will immediately notify FedEx if at any time during the Term of this Agreement FedEx becomes Contractor's only customer or if at any time Contractor employs less than six employees. Upon such notification, FedEx shall have the option to terminate this Agreement upon notice to Contractor. Contract shall also provide FedEx with the number of its customers and/or employees at any time upon FedEx's request.

(n) Notices. All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be effective when received if hand delivered, sent by FedEx Express service or sent by United States certified or registered mail, addressed as follows:

If to Contractor: Universal Protection Service
Mike Newberry
700 E Butterfield Rd
Suite 320
Lombard, IL 60148

With a Copy to: Universal Protection Service
Wendy Beerbower
1260 Morena Blvd
Suite 200
San Diego, CA 92110

If to FedEx: FedEx Freight, Inc
Twila White, Sourcing Advisor
2200 Forward Drive
Harrison, AR 72601

With a copy to: FedEx Freight, Inc
Del Cote, Manager Guard Services
1479 Town Center Dr
Suite D 214
Lakeland, FL 3380

(o) Further Assurances. Each Party agrees that it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other Party during the term of this Agreement.

(p) Force Majeure. Neither party shall be liable for non-performance hereunder to the extent such performance is prevented by fire, earthquake, tornado, flood, other weather event, explosion, embargo, war, terrorism, riot, governmental regulation or act, act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). A party's obligations to perform timely will be excused to the extent and for so long, but only to the extent and for so long, that such performance is prevented by a Force Majeure Event. During the pendency of such Force Majeure Event, the other party shall be excused from performance of its obligations under this Agreement that is dependent upon the parallel performance of the non-performing party.

Section 16. Validity of Agreement. Each party acknowledges to the other that the person executing this Agreement on behalf of such party is duly authorized to do so. This Agreement shall not be valid nor binding upon FedEx unless it shall have been executed by an officer of FedEx. No hand written changes to this Agreement shall be effective unless initialed by FedEx's attorney.

Section 17. Supplier Scorecard. (a) From time to time, FedEx may review Contractor's performance using criteria to be mutually agreed upon between the parties.

(b) FedEx and Contractor will evaluate the performance of each Security Guard, not less than quarterly. In the event a Security Guard does not satisfy the expectations of FedEx, the Contractor will provide a satisfactory replacement in a timely manner.

Section 18. Reporting. Contractor shall report, on a quarterly basis and in a format to be agreed upon, based on FedEx's business quarters and due within three (3) days of the end of the quarter, all expenditures, related to its contract with FedEx, that Contractor makes or awards to minority and women-owned businesses.

Section 19. Attorneys Fees. In addition to any other available remedies, in the event any litigation arising out of this agreement or the underlying services, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and disbursements.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

UNIVERSAL PROTECTION SERVICE

By: [Signature]

Title: CEO

Date: 11/25/13
("Contractor")

FEDEX FREIGHT INC.

By: [Signature]

Title: MD-CORP SECURITY

Date: 11-26-2013
("FedEx")

Approved by FedEx Freight Legal

Date: 12-28-2013

Initial: [Signature]

Exhibit A (Services)
Security Guard Responsibilities

Date: _____

1. All references to FXF in this Appendix will refer to FedEx Freight, Inc.
2. This post shall be a uniformed, unarmed post at all times. This post is manned _____.
3. The specific location of this guard post(s) will be located at the main pedestrian and vehicle entrance. The entrance of the post(s) is located on _____.
 - a. This post shall remain attended at all times unless the Security Officer on duty is properly relieved by another Security Officer or their Supervisor or a FedEx Freight, Inc. associate in a management or supervisory capacity.
 - b. Security Officer shall wear a reflective security vest provided by Guard Company from dusk until dawn or seen fit by local security specialist.
 - c. The Guard Company will provide a site cell phone with charger for the security officer to use for work related issues only.
4. All persons entering or exiting FedEx property on foot through any entry point that is guarded must sign in or out on the appropriate log each and every time they pass through said entry point. This is to include all employees, guests, and deliveries. All employees must show company picture identification. This policy will be adhered to at all times.
 - a. **Card access readers:** If card access readers are present at entrée/exit point employees will scan their badge and will not have to sign the entry/exit logs.
5. The Security Officer is to report any suspicious activities, perceived loss, hazards or unsafe conditions, etc. to the FedEx Freight, Inc. Service Center Manager on duty immediately.
 - a. To contact FedEx Freight, Inc. management on weekends and during hours of closure refer to the Emergency Contact Phone Number Sheet.
 - b. An (SIR) Serious Incident report will be completed and sent to FedEx Security within (24 hours) security will be contacted by verbal communication immediately.
6. The following FedEx Freight, Inc. Service Center Management level personnel are **ONLY AUTHORIZED** to temporarily modify post orders FOR THE REMAINDER OF AN OFFICER'S SHIFT on an emergency basis:
 - a. Service Center Manager
 - b. Assistant Service Center Manager
 - c. Operations Supervisor

7. Any permanent changes to post orders or scheduled Security Officer's hours will need FedEx Freight Security's approval. The following FedEx Freight, Inc. Security Management level personnel are authorized to such changes.
 - a. Floyd Dixon III, Managing Director, Security
 - b. _____, Senior Manager, Security
 - c. _____, Security Specialist
 - d. Deleston Cote, Manager - Guard Services
8. The Security Officer shall sign in all vendors who wish to enter the property only after contacting FedEx Freight, Inc. Service Center Operations on duty and approving their entrance before being allowed to enter the property, unless already on the updated approved vendor list provided by the Service Center Manager.
9. The Security Officer is expected to be courteous at all times, but firm with all who enter or exit the property including employees, visitors, guests and vendors.
10. Employees will allow Security Officers to inspect all bags, lunch boxes, etc for unauthorized property when requested by Management. The Security Officer, if needed, will ask the employee to move any item that may block or prevent the Security Officer from visually inspecting the content. **Women's purses will not be inspected.** The Security Officer will visually check the employee's person for any abnormal or questionable bulge that may raise reasonable concern that unauthorized property may be hidden. **Under no circumstances will a Security Officer touch the employee.**
 - a. **The search will be conducted as follows:**
 - b. Anyone with baggy trouser legs must lift them up for **Security (you)**.
 - c. Anyone wearing a jacket must lift up the back of the jacket for **Security (you)**.
 - d. Anyone carrying a lunch box, briefcase, and large handbag must open and allow **Security (you)** to see inside.
 - e. The Security Officer will ask employee to remain at the Gate until an on-duty Supervisor can be summoned for assistance in determining the reason for the abnormal or questionable bulge. If employee refuses to remain until on-duty Supervisor arrives, do not detain and report incident immediately to the on-duty Supervisor, noting the incident on the Security Officer Daily log or incident report.
11. **Vehicle searches;** ALL vehicles entering FedEx Freight property are subject to inspection before leaving the yard. Ask the person driving the vehicle to open up the doors and trunk of vehicle so the officer can inspect inside.

The search will be as follows:

- a. Look inside the vehicle and use a light if necessary, to see what is in plain view, ask the driver to open the trunk, the guards will not touch any of the persons property.
- b. The guard will ask for the BILL of LADING (BOL) and compare items to list- also the PRO number. If there is a discrepancy, ask the driver to return to the loading area and use the radio to alert FedEx Freight supervisors and advise them of your findings.

- c. If they do not cooperate get License plate number and pro number and advise FedEx Freight supervision immediately. Do not attempt to detain or block their exit. FedEx Freight Management will handle from this point.
 - d. We do not allow any of our Employees to leave with pallets, straps, or any other FedEx Property.
 - e. We ask only that you do a cursory search using only your eyes.
12. The Security Officer will not get into either a verbal or a physical confrontation with anyone. If a person refuses to cooperate with the Officer's instructions, identify them and contact a supervisor immediately.
13. When signing in and out any FedEx Freight, Inc. tractors or trailers note the difference between local tractors and road tractors. Generally **FXF** road tractor numbers starts with an "R" and the local Tractors with an "L", **FXF** trailers have "P" to indicate it is a P&D trailer and also an "X" (double axel trailer) and "Y" (single axel trailer). There are some exceptions to this, but very few. When documenting the trailers if there is a letter in front of the number example: **P**, **X** or **U** it must be documented on the log.
14. **Exiting Trailers:** For FedEx Freight, Inc. & Purchased Transportation Tractors pulling FedEx Freight, Inc. Trailers exiting the gate, Guards are to check for miss-pulled loads, comparing trip sheet to employee; tractor; seals and dolly numbers in order to head off freight going to the wrong location and turn the driver and freight back to the dock for correction.
15. **Entering:** FedEx Tractors, Line Haul or Power Units pulling **FXF** equipment do not have to sign in, but for Safety reasons will come to a complete "**Stop**" before entering yard same for **P&D** and **City Drivers**. All foreign tractors entering the service center **MUST** stop, sign in and verify their company & valid driver's license when pulling foreign or FedEx trailers Security Officer will also verify equipment information.
16. Exceptions to sign in/out policy are as follows: we will allow the US Postal Service, emergency vehicles, UPS, FedEx Express, FedEx Ground delivery drivers and any road driver to enter the property without signing in/out; however, they must be in their vehicles at the time of entrance and display valid company identification.
17. It is of the utmost importance to visually inspect the numbers displayed on all outgoing equipment. This information **must** be verified before allowing any tractor trailer(s) to exit the property. Ask the driver of the equipment for his Delivery Manifest / Dispatch Instructions. Each Delivery Manifest / Dispatch Instructions will indicate the trailer by number in the top portion of the paperwork. If the driver cannot produce a Delivery Manifest / Dispatch Instructions then the driver must advise you that the trailer is empty, in which case The Security Officer asks the driver to turn off the engine, set the parking brake and open the trailer door while you check the interior of the trailer to verify it is in fact empty. At all times the equipment numbers entered on the sign out sheet by the driver must be visually verified and must match what was written by the driver. If the equipment numbers do not correspond to what was written inform the driver of the discrepancy. If the driver persists in taking the equipment off the property after being informed of a discrepancy you are to contact FedEx Freight, Inc Management immediately with the information. At no time will a trailer leave the yard

without paperwork or verification from Central dispatch (800-447-8140). When verifying with central dispatch please make note of the person's name and time of communication.

18. All information recorded on the sign in/out log sheets will be printed and legible except for signatures and made by the person entering/exiting the property in their own print.
19. **Exiting:** Ensure that all trailers leaving the property have closed doors and are locked by padlock and (or) seal. If there are two trailers in tow both front and rear trailer is to be physically checked for a lock and seal, seal number(s) will be written down in the truck log and matched with the paperwork for accuracy. **"For Safety reasons do not walk between double trailers unless Tractor is "shut off and parking brake is applied". ALL units exiting service center will stop to allow Security Officer to verify equipment information, record the tractor, trailer(s) and dolly numbers for units exiting truck gate on truck registration log. Units exiting will produce the following documents; Linehaul/Road Drivers will surrender their Linehaul Trip sheet or Dispatch Instructions for unit verification; P&D Drivers will surrender their Trailer Loading Manifest for unit verification. P&D/City Drivers Trailers must have a locking device (i.e. pad lock, seals, etc.) affixed to trailer door latch prior to leaving the Service Center. All information will be recorded on the Truck Registration Log (In the event a seal discrepancy is noted, the trailer should be turned around and re-manifested. The re-manifest must be done electronically. No hand written seal changes are acceptable.**
20. Exceptions to sign in/out policy are as follows: we will allow the US Postal Service, emergency vehicles, UPS, FedEx Express, FedEx Ground delivery drivers and any road driver to enter the property without signing in/out; however, they must be in their vehicles at the time of entrance.
21. **Bobtail (Tractor only):** Record the tractor number exiting premises on the Truck Registration Log.
22. **Record retention:** Visitor logs, Daily Sign-In Sheet (Inbound), Daily Sign Out (Outbound) Sheet, Purchased Transportation inbound/outbound log & Accident or Incident reports will remain on file at the Service center for (12) Twelve Months.
23. **Forms library:** FedEx Management can print a copy of the forms from our intranet home page and hand out to the Security Officer enforcement to make copies. Logs available; Visitor Sign-In / HR-282-ALL, Truck Log / Company & Purchased Transportation SC267.

General Information:

The use of client phones, including cellular phones, computers or other equipment for personal use is strictly prohibited.

The Guard House is for the Security Officers use only. Do not allow employees or guests to loiter. The use of the Guard House telephone by employees or vendors is not permitted. Personal visitors are not permitted during your shift. The Security Officer is responsible for keeping the Security Officer's post clean.

Security Officers will only wear uniform attire approved by the Guard Company and FedEx Freight, Inc. Corporate Security. Security Officers are not allowed to view any personal TVs, TV/DVD combinations, DVD players, electronic devices (i.e. iPods, MP3 players, PSPs, etc) and are not allowed in the guard

house at any time. Portable radios and/or portable CD players are permitted as long as the volume is not excessive.

Security Officers shall not respond to any request for information from any news media (Newspaper/TV/Radio) organization. Refer all inquiries to the client.

The Security Officer will not discuss security matters with anyone other than their supervisors, or the management of FedEx Freight, Inc.

FedEx Freight, Inc. is a Non-Smoking facility and therefore, smoking is not permitted anywhere inside the premises. Smoking is permitted in designated areas only.

Security officer is required to complete two rounds per hour (**unless otherwise noted under bullet number 23., site specific post orders**) inside the terminal yard and all along fence lines checking for holes in fence, making sure tractor & trailer doors are locked/sealed, ensure no freight is on the ground and report anybody off the dock (if applicable).

If security post is a "**Cold Start**" (Security starts when not relieving another guard), the guard and designated FXF personnel will walk the yard together to determine that all freight has been secured.

Generators; Some but not all Service centers have generators. During business or static hours, if the generator turns on, please notify FedEx Management immediately.

Guards are required to sign off on any Post Orders that applies to the facility **BEFORE** standing post.

Ensure no personal vehicles are inside the yard.

23. Any additional "site specific related post orders" are to be written in this section:

Additional Duties/Comments:

These Post Orders supersede any other Post Orders on file

Exhibit B

Central Region

Weekly Rates

See Prices
below

Freight Locations

YEAR 1

YEAR 2

YEAR 3

LOCATION	State	Planned Hours	Guard Type	Ancillary Items	Direct Serve or Subcontract?	Pay Rate	Bill Rate	Pay Rate	Bill Rate	Pay Rate	Bill Rate
AURORA (Remote monitoring) (AUR)	IL	128	Officer		Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
BOLINGBROOK (BOL)	IL	128	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
Chicago Ridge (CGR)	IL	128	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
CHICAGO HEIGHTS (CGT)	IL	514	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	12.00	\$16.51	\$12.25	\$16.54	\$12.25	\$16.54
SUMMIT-ARGO (CGX)	IL	220	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	12.00	\$16.51	\$12.25	\$16.54	\$12.25	\$16.54
DES PLAINES (DPL)	IL	56	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
			Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
EFFINGHAM (EFH)	IL	72	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
			Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	12.00	\$16.51	\$12.25	\$16.54	\$12.25	\$16.54
ELMHURST (ELH)	IL	128	Officer		Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
PERU (PRU)	IL	57	Officer		Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
			Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
ROCK ISLAND (RKI)	IL	44	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
			Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
Schaumburg (SBG)	IL	168	Officer	Patrol Car	Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
		40	Supr/Srgrt		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$14.19	\$11.25	\$14.19
Ft Wayne (FWA)	IN	88	Officer		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgrt		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51
INDIANAPOLIS (IND)	IN	272	Officer	Patrol Car	Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
		40	Supr/Srgrt		Direct Serve	11.50	\$15.93	\$11.75	\$15.88	\$11.75	\$15.88
			Captain		Direct Serve	11.50	\$15.93	\$11.75	\$15.88	\$11.75	\$15.88
LAFAYETTE (LAF)	IN	56	Officer	Patrol Car	Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgrt		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51
Muncie (MIE)	IN	88	Officer		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgrt		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51
KANSAS CITY (KCY)	KS	237	Officer	Patrol Car	Subcontract	9.50	\$13.39	\$9.75	\$13.56	\$9.75	\$13.56
		40	Supr/Srgrt		Subcontract	10.50	\$14.79	\$10.75	\$15.05	\$10.75	\$15.05
			Captain		Subcontract	10.50	\$14.79	\$10.75	\$15.05	\$10.75	\$15.05
Lexington (LEX)	KY	98	Officer	Patrol Car	Direct Serve	9.00	\$12.23	\$9.25	\$12.49	\$9.25	\$12.49
			Supr/Srgrt		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Captain		Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
Louisville (LOU) 775	KY	128	Officer		Direct Serve	9.25	\$12.57	\$9.50	\$12.83	\$9.50	\$12.83
		40	Supr/Srgrt		Direct Serve	10.00	\$13.89	\$10.25	\$13.84	\$10.25	\$13.84
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.51	\$10.75	\$14.51

Exhibit B continued

Central Region					Weekly Rates						
Independence (NKY)	KY	56	Officer		Direct Serve	9.00	\$12.23	\$9.25	\$12.49	\$9.25	\$12.49
			Supr/Srgt		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Captain		Direct Serve	10.00	\$13.59	\$10.25	\$13.84	\$10.25	\$13.84
GRAND RAPIDS (GRR)	MI	54	Officer		Subcontract	9.50	\$13.39	\$9.75	\$13.65	\$9.75	\$13.65
			Supr/Srgt		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
			Captain		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
JACKSON (JXN)	MI	57	Officer		Subcontract	9.50	\$13.39	\$9.75	\$13.65	\$9.75	\$13.65
			Supr/Srgt		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
			Captain		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
TROY (WRN)	MI	56	Officer		Subcontract	9.50	\$13.39	\$9.75	\$13.65	\$9.75	\$13.65
			Supr/Srgt		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
			Captain		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
MINN/ST PAUL (MSP)	MN	213	Officer	Porta Potty	Subcontract	12.00	\$16.81	\$12.25	\$17.15	\$12.25	\$17.15
		40	Supr/Srgt		Subcontract	15.00	\$21.01	\$15.25	\$21.35	\$15.25	\$21.35
			Captain		Subcontract	18.00	\$25.80	\$18.25	\$25.65	\$18.25	\$25.65
S Minneapolis (SMN)	MN	43	Officer		Subcontract	12.00	\$16.81	\$12.25	\$17.15	\$12.25	\$17.15
			Supr/Srgt		Subcontract	15.00	\$21.01	\$15.25	\$21.35	\$15.25	\$21.35
			Captain		Subcontract	18.00	\$25.80	\$18.25	\$25.65	\$18.25	\$25.65
KANSAS CITY (EKC)	MO	152	Officer	Golf Cart	Subcontract	9.50	\$13.39	\$9.75	\$13.65	\$9.75	\$13.65
		40	Supr/Srgt		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
			Captain		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
SPRINGFIELD (SGF) Imp	MO	43	Officer		Subcontract	9.50	\$13.39	\$9.75	\$13.65	\$9.75	\$13.65
			Supr/Srgt		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
			Captain		Subcontract	10.50	\$14.79	\$10.75	\$15.08	\$10.75	\$15.08
ST. LOUIS (STL)	MO	222	Officer	Golf Cart	Direct Serve	9.50	\$13.39	\$9.75	\$13.16	\$9.75	\$13.16
		40	Supr/Srgt		Direct Serve	10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
AURORA (ANE) (Drop lol)	NE	48	Officer		Subcontract	9.00	\$12.68	\$9.25	\$12.93	\$9.25	\$12.93
			Supr/Srgt		Subcontract	10.00	\$14.09	\$10.25	\$14.35	\$10.25	\$14.35
			Captain		Subcontract	10.00	\$14.09	\$10.25	\$14.35	\$10.25	\$14.35
Cincinnati (CCI)	OH	88	Officer		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgt		Direct Serve	10.50	\$13.27	\$10.75	\$13.61	\$10.75	\$13.61
			Captain		Direct Serve	10.00	\$13.93	\$11.25	\$15.19	\$11.25	\$15.19
Cleveland (CLE)	OH	50	Officer		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgt		Direct Serve	10.50	\$13.27	\$10.75	\$13.61	\$10.75	\$13.61
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$15.19	\$11.25	\$15.19
West Jefferson (CMH)	OH	238	Officer	Patrol Car	Direct Serve	10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
		40	Supr/Srgt		Direct Serve	11.00	\$14.95	\$11.25	\$15.19	\$11.25	\$15.19
			Captain		Direct Serve	11.50	\$15.63	\$11.75	\$15.89	\$11.75	\$15.89
CHILLICOTHE (CTH)	OH	88	Officer	Porta Potty	Direct Serve	5.75	\$13.25	\$10.00	\$13.50	\$10.00	\$13.50
			Supr/Srgt		Direct Serve	10.25	\$13.93	\$10.60	\$14.18	\$10.60	\$14.18
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$15.19	\$11.25	\$15.19
Toledo (TOL)	OH	88	Officer		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgt		Direct Serve	10.00	\$13.59	\$10.25	\$13.84	\$10.25	\$13.84
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
TOLEDO (TOL)	OH	128	Officer	Porta Potty	Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
		40	Supr/Srgt		Direct Serve	10.00	\$13.59	\$10.25	\$13.84	\$10.25	\$13.84
			Captain		Direct Serve	11.00	\$14.95	\$11.25	\$15.19	\$11.25	\$15.19
NORTH JACKSON (YNG)	OH	48	Officer		Direct Serve	9.50	\$12.91	\$9.75	\$13.16	\$9.75	\$13.16
			Supr/Srgt		Direct Serve	10.00	\$13.59	\$10.25	\$13.84	\$10.25	\$13.84
			Captain		Direct Serve	10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61

Amplinary Items:	Includes:	Weekly Bill Rate
Golf Cart - 2 person Electric	Maintenance	\$80.00
Golf Cart - 4 person Electric	Maintenance	\$100.00
Port-o-Potty		\$100.00
Cell Phone w/ CyCop	CyCop Guard Tracking and Reporting	Inc. In Bill Rate
Patrol Vehicle	Maintenance, Insurance, Fuel	\$275.00

Exhibit B continued

Western Region

Weekly Rates

Freight Locations

See Prices
below

YEAR 1

YEAR 2

YEAR 3

LOCATION	State	Planned Hours	Guard Type	Ancillary Items	Direct Serve or Subcontract?	Pay Rate	Bill Rate	Pay Rate	Bill Rate	Pay Rate	Bill Rate
HOLBROOK (HOL) Drop Lot	AZ	128	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
PHOENIX (NPX)	AZ	128	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
PHOENIX (PHX)	AZ	128	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
TUCSON (TUC)	AZ	83	Officer		Direct Serve	\$9.00	\$12.25	\$9.25	\$12.57	\$9.25	\$12.57
			Supr/Srgt		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
			Captain		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
ANAHEIM (ANH)	CA	128	Officer		Direct Serve	\$10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
BAKERSFIELD (BKF)	CA	88	Officer		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
			Supr/Srgt		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
			Captain		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
SAN DIEGO (ESD)	CA	78	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
			Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
FRESNO (FRO)	CA	88	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
			Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
FONTANA (FTA)	CA	128	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
GARDENA (GAR)	CA	128	Officer		Direct Serve	\$10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
		40	Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
IRVINE (IVN)	CA	128	Officer		Direct Serve	\$10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
KETTLEMAN (KTL)	CA	208	Officer		Subcontract	\$10.00	\$14.09	\$10.25	\$14.44	\$10.25	\$14.44
		40	Supr/Srgt		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
			Captain		Subcontract	\$14.00	\$19.72	\$14.25	\$20.08	\$14.25	\$20.08
LOS ANGELES (LOS)	CA	128	Officer		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
		40	Supr/Srgt		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
MODESTO (MOD)	CA	54	Officer		Direct Serve	\$10.00	\$13.89	\$10.25	\$13.93	\$10.25	\$13.93
			Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29

Exhibit B continued

Western Region											
SAN BERNARDINO (MRL)	CA	376	Officer	Golf Cart	Direct Serve	\$10.00	\$13.50	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.25	\$15.29	\$11.50	\$15.63	\$11.50	\$15.63
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
OAKLAND (OAK)	CA	160	Officer		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
		40	Supr/Srgt		Direct Serve	\$14.00	\$19.08	\$14.25	\$19.37	\$14.25	\$19.37
			Captain		Direct Serve	\$14.00	\$19.03	\$14.25	\$19.37	\$14.25	\$19.37
ORANGE COUNTY (ONG)	CA	128	Officer		Direct Serve	\$10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
OTAY MESA (OTM)	CA	76	Officer		Direct Serve	\$10.00	\$13.49	\$10.25	\$13.93	\$10.25	\$13.93
			Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
OXNARD (OXC)	CA	88	Officer		Direct Serve	\$10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
			Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
OXNARD (OXN)	CA	113	Officer		Direct Serve	\$10.50	\$14.27	\$10.75	\$14.61	\$10.75	\$14.61
			Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
SACRAMENTO (SAC)	CA	256	Officer		Direct Serve	\$10.00	\$13.49	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
SALINAS (SAL)	CA	88	Officer		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Supr/Srgt		Direct Serve	\$12.50	\$16.99	\$12.75	\$17.33	\$12.75	\$17.33
			Captain		Direct Serve	\$14.50	\$19.71	\$14.75	\$20.05	\$14.75	\$20.05
SAN BERNARDINO (SBO)	CA	204	Officer		Direct Serve	\$10.00	\$13.49	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.25	\$15.29	\$11.50	\$15.63	\$11.50	\$15.63
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
SAN DIEGO (SDO)	CA	128	Officer		Direct Serve	\$10.00	\$13.49	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Captain		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
SAN FRANCISCO (SFC)	CA	63	Officer		Direct Serve	\$14.00	\$19.03	\$14.25	\$19.37	\$14.25	\$19.37
			Supr/Srgt		Direct Serve	\$19.00	\$20.39	\$19.25	\$20.72	\$19.25	\$20.72
			Captain		Direct Serve	\$15.00	\$20.39	\$15.25	\$20.72	\$15.25	\$20.72
SAN FERNANDO VL (SFV)	CA	128	Officer		Direct Serve	\$10.00	\$13.49	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
SAN JOSE (SJC)	CA	168	Officer		Direct Serve	\$11.50	\$15.63	\$11.75	\$15.97	\$11.75	\$15.97
		40	Supr/Srgt		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
			Captain		Direct Serve	\$15.00	\$20.39	\$15.25	\$20.72	\$15.25	\$20.72
LOS ANGELES (SLG)	CA	214	Officer		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
		40	Supr/Srgt		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
			Captain		Direct Serve	\$15.00	\$20.39	\$15.25	\$20.72	\$15.25	\$20.72
SAN LUIS OBISPO(SLO)	CA	78	Officer		Direct Serve	\$11.00	\$14.95	\$11.25	\$15.29	\$11.25	\$15.29
			Supr/Srgt		Direct Serve	\$13.50	\$18.35	\$13.75	\$18.69	\$13.75	\$18.69
			Captain		Direct Serve	\$13.50	\$18.35	\$13.75	\$18.69	\$13.75	\$18.69
STOCKTON (STK)	CA	128	Officer		Direct Serve	\$10.00	\$13.49	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65

Exhibit B continued

Western Region											
WHITTIER (WHT)	CA	296	Officer		Direct Serve	\$10.00	\$18.59	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
DENVER (DEN)	CO	205	Officer		Direct Serve	\$10.00	\$16.31	\$10.25	\$16.65	\$10.25	\$16.65
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.67	\$12.25	\$18.01	\$12.25	\$18.01
			Captain		Direct Serve	\$13.50	\$18.35	\$13.75	\$18.69	\$13.75	\$18.69
BOISE (BSE)	ID	88	Officer		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
			Supr/Srgt		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
			Captain		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
MOUNTAIN HOME (MHM)	ID	128	Officer		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
		40	Supr/Srgt		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
			Captain		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
BUTTE (BTE)	MT	128	Officer		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
		40	Supr/Srgt		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
			Captain		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
ALBUQUERQUE (AQE)	NM	50	Officer		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
			Supr/Srgt		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
			Captain		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
LAS VEGAS (LVS)	NV	128	Officer		Subcontract	\$10.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
		40	Supr/Srgt		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
			Captain		Subcontract	\$13.00	\$18.32	\$13.25	\$18.67	\$13.25	\$18.67
RENO (RNO)	NV	184	Officer		Subcontract	\$9.50	\$13.99	\$9.75	\$13.74	\$9.75	\$13.74
		40	Supr/Srgt		Subcontract	\$10.00	\$14.09	\$10.25	\$14.44	\$10.25	\$14.44
			Captain		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
EUGENE (EUG)	OR	56	Officer		Subcontract	\$10.00	\$14.09	\$10.25	\$14.44	\$10.25	\$14.44
			Supr/Srgt		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
			Captain		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
HERMISTON (HMS)	OR	168	Officer		Subcontract	\$10.00	\$14.09	\$10.25	\$14.44	\$10.25	\$14.44
		40	Supr/Srgt		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
			Captain		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
PORTLAND (POR)	OR	216	Officer		Direct Serve	\$10.00	\$18.59	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
SALEM (SLM)	OR	54	Officer		Direct Serve	\$10.00	\$13.99	\$10.25	\$13.93	\$10.25	\$13.93
			Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
EL PASO (ETX)	TX	128	Officer		Subcontract	\$9.50	\$13.99	\$9.75	\$13.74	\$9.75	\$13.74
		40	Supr/Srgt		Subcontract	\$10.50	\$14.79	\$10.75	\$15.15	\$10.75	\$15.15
			Captain		Subcontract	\$11.00	\$15.50	\$11.25	\$15.85	\$11.25	\$15.85
SALT LAKE CITY (NSL)	UT	248	Officer	Golf Cart	Direct Serve	\$10.00	\$18.59	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
SALT LAKE CITY (SLC)	UT	64	Officer		Direct Serve	\$10.00	\$18.59	\$10.25	\$13.93	\$10.25	\$13.93
			Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
PASCO (PAS)	WA	88	Officer		Subcontract	\$10.00	\$14.09	\$10.25	\$14.44	\$10.25	\$14.44
			Supr/Srgt		Subcontract	\$12.00	\$16.91	\$12.25	\$17.26	\$12.25	\$17.26
			Captain		Subcontract	\$13.00	\$18.32	\$13.25	\$18.67	\$13.25	\$18.67
SEATTLE (SEA)	WA	168	Officer		Direct Serve	\$10.00	\$13.99	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01
TACOMA (TAC)	WA	128	Officer		Direct Serve	\$10.00	\$13.99	\$10.25	\$13.93	\$10.25	\$13.93
		40	Supr/Srgt		Direct Serve	\$12.00	\$16.31	\$12.25	\$16.65	\$12.25	\$16.65
			Captain		Direct Serve	\$13.00	\$17.67	\$13.25	\$18.01	\$13.25	\$18.01

Exhibit B continued**Western Region**

Ancillary Items:	Includes:	Weekly Bill Rate
Golf Cart - 2 person Electric	Maintenance	\$80.00
Golf Cart - 4 person Electric	Maintenance	\$100.00
Port-a-Potty		\$100.00
Cell Phone w/ CyCop	CyCop Guard Tracking and Reporting Software	Inc. in Bill Rate
Patrol Vehicle	Maintenance, Insurance, Fuel	\$275.00

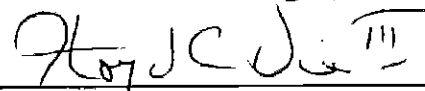
Signatures:**Universal Protection Service**By: Title: CEODate: 11/25/13
("Contractor")**Signatures:****FedEx Freight, Inc**By: Title: MD-CORPDate: 11-26-2013
("FedEx")

Exhibit C

To that Certain

Master Guard Services Agreement

Between

FedEx Freight, Inc
("FedEx")

and

Universal Protection Service
("Contractor")

INSURANCE CERTIFICATE
AND POLICIES

(a) Workers' Compensation Insurance, with employer's liability limits as required by applicable law.

(b) Commercial General Liability Insurance, naming FedEx and affiliated companies, and their respective officers, directors and employees as additional insured, as their interests may appear under the terms of this Agreement, including bodily injury liability, property damage and contractual liability endorsements, with a combined single limit of not less than \$1,000,000.00. (In the event that theft by CONTRACTOR's employee, agent or sub-contractor is excluded, then Crime, Dishonesty or Third party liability coverage is required.)

(c) Commercial Automobile Liability Insurance covering Carrier's owned, non-owned and hire vehicles, naming FedEx and affiliated companies, and their respective officers, directors, and employees as additional insured, as their interests may appear under the terms of this Agreement, including bodily injury and property damage endorsements, with a combined single limit of not less than \$1,000,000.00.